

EMPLOYMENT AGREEMENT AMENDMENT
(Superintendent Matthew P. McGarrity)

The Orchard Park Central School District (“District”) Board of Education (“Board”) and Matthew P. McGarrity, Superintendent of Schools (“Superintendent”), each for good and valuable consideration, hereby agree as follows:

1. The Board and Superintendent are parties to the Superintendent’s Contract of Employment, dated December 22, 2015, with a stated term of July 1, 2015 through and including June 30, 2020, which term was subsequently extended through June 30, 2021 pursuant to an Employment Agreement Amendment executed May 29, 2018 (collectively, the “Contract”).
2. Section 3(a) of the Contract is hereby amended to provide that the Superintendent’s term of employment shall be extended and now be deemed to terminate June 30, 2022, unless further extended or sooner terminated as otherwise provided in the Contract.
3. Section 7(a) of the Contract is hereby amended to provide for an additional 2% base salary increase effective July 1, 2021 (to \$213,477.46).
4. Section 9(i) of the Contract is hereby amended by adding a new subdivision “viii,” which shall read as follows:

Upon retirement from the District, each unused leave day accrued by the Superintendent at the time of retirement (up to the maximum limit of 200 such unused leave days) shall be deemed to have a value of \$300. The total resulting value of the Superintendent’s unused leave days at retirement shall then be credited towards the Superintendent’s obligation to make premium contributions for the cost of retiree health insurance coverage pursuant to Section 9(b) herein. Once the total accumulated value of the Superintendent’s accrued unused leave is exhausted by such

application, the Superintendent will once again be obligated to make any required premium payments under Section 9(b) for continuation of retiree health insurance coverage. The value of the Superintendent's accumulated leave under this subdivision shall not under any circumstances be redeemable by the Superintendent for cash payment, and shall not have any value or use other than as set forth in this subdivision.

5. All other terms of the Contract shall remain in effect except to the extent modified by the terms of this Amendment.

IN WITNESS WHEREOF, the parties have executed this agreement the 10th day of September, 2019.

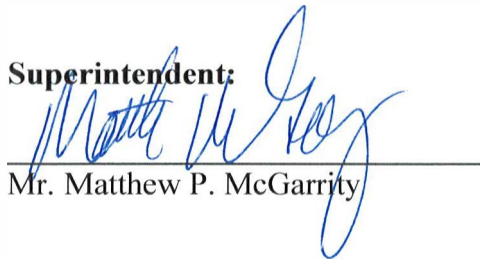
For the Board:



Dr. Christine Gray-Tinnesz,
Board of Education President

10/1/19
Date

Superintendent:



Mr. Matthew P. McGarrity

9/19/19
Date